

1 ERIC P. ISRAEL, #132426
2 EPI@LNBYG.COM
3 LEVENE, NEALE, BENDER, YOO &
4 GOLUBCHIK L.L.P.
5 2818 La Cienega Avenue
6 Los Angeles, CA 90034
7 Phone: 310-229-1234
8
9 Attorneys for JEFFREY I. GOLDEN, Trustee
10
11 D. EDWARD HAYS, #162507
12 ehays@marshackhays.com
13 BRADFORD N. BARNHARDT, #328705
14 bbarnhardt@marshackhays.com
15 MARSHACK HAYS WOOD LLP
16 870 Roosevelt
17 Irvine, CA 92620
18 Telephone: (949) 333-7777
19 Facsimile: (949) 333-7778
20
21 Attorneys for Creditor,
22 HOUSER BROS. CO. dba RANCHO DEL
23 REY MOBILE HOME ESTATES
24

25 UNITED STATES BANKRUPTCY COURT
26
27 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION
28

19 In re
20 JAMIE LYNN GALLIAN,
21 Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JOINT OMNIBUS REPLY IN SUPPORT OF
CHAPTER 7 TRUSTEE'S:

(1) MOTION FOR ORDER COMPELLING
DEBTOR AND ANY OTHER OCCUPANTS
TO VACATE AND TURN OVER
MANUFACTURED HOME AND
AUTHORIZING ISSUANCE OF WRIT OF
ASSISTANCE (DOCKET NO. 358); AND

(2) MOTION TO AUTHORIZE SALE OF
MANUFACTURED HOME CURRENTLY

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LOCATED AT 16222 MONTEREY LANE,
SPACE 376, HUNTINGTON BEACH, CA
92649, DECAL NO. LBM1081, FREE AND
CLEAR OF LIENS AND HOMESTEAD
EXEMPTION (DOCKET NO. 539)

Date: March 4, 2025
Time: 11:00 a.m.
Ctm: 5C

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TABLE OF CONTENTS

1.	Summary of Argument	3
2.	Factual Background	4
3.	Legal Argument	4
A.	The Debtor's Homestead Exemption does not preclude the Trustee's sale of the Property.	4
B.	The proposed sales price is adequate, fair, and reasonable.....	12
C.	The Trustee is entitled to turnover of the Property.	14
4.	Conclusion	14
	Declaration of Janine Jasso	16
	REQUEST FOR JUDICIAL NOTICE	17

TABLE OF AUTHORITIES

Cases

<i>Data Mountain Solutions, Inc. v. Giordano</i> , 680 F. Supp. 2d 110, 125 (D.D.C. 2010).....	10
<i>Elemary v. Holzmann A.G.</i> , 533 F. Supp. 2d 116, 125 n.6 (D.D.C. 2008).....	10
<i>Heintz v. Carey (In re Heintz)</i> , 198 B.R. 581, 586 (B.A.P. 9th Cir. 1996).....	12
<i>In re Bunn-Rodemann</i> , 491 B.R. 132, 136 (Bankr. E.D. Cal. 2013).....	5
<i>In re Carvell</i> , 222 B.R. 178, 180 (B.A.P. 1st Cir. 1998).....	12
<i>In re Van de Kamp's Dutch Bakeries</i> , 908 F.2d 517, 518-20 (9th Cir. 1990)	11
<i>Morris v. St. John Nat'l Bank (In re Haberman)</i> , 516 F.3d 1207, 1210 (10th Cir. 2008)	12
<i>New Hampshire v. Maine</i> , 532 U.S. 742, 749-50, 121 S. Ct. 1808, 149 L. Ed. 2d 968 (2001)	10

1	<i>Roach v. Marshack (In re Roach),</i>	
2	2019 Bankr. LEXIS 263 (B.A.P. 9th Cir. Jan. 29, 2019)	5, 6, 7
3	<i>Swenson v. Bushman Inv. Props.,</i>	
4	2013 U.S. Dist. LEXIS 104002, at *61 (D. Idaho July 22, 2013)	10
5	<i>Wisdom v. Gugino,</i>	
6	649 Fed.Appx. 583, 584 (9th Cir. 2016).....	14
7	Statutes	
8	11 U.S.C. § 363(b)(1)	7
9	11 U.S.C. § 363(f).....	7
10	11 U.S.C. § 510(c)(2).....	6
11	11 U.S.C. § 522(f).....	9
12	11 U.S.C. § 522(g)	6
13	11 U.S.C. § 541(a)(3) and (a)(4).....	7
14	11 U.S.C. § 548.....	11, 12
15	11 U.S.C. § 551.....	11, 12
16	Cal. Code Civ. P. § 704.850(a)	5
17	Other Authorities	
18	<i>See</i> 5 COLLIER ON BANKRUPTCY P 551.02[2] (2024).....	6

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
2 THE DEBTOR AND HER COUNSEL OF RECORD, AND ALL INTERESTED PARTIES:

3 Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates (“Houser Bros.”) and Jeffrey I.
4 Golden solely in his capacity as Chapter 7 Trustee (“Trustee”) submit this Joint Omnibus Reply
5 (“Reply”) in support of the following motions filed by the Trustee on January 31, 2025: (1) Motion
6 for Order Compelling Debtor and Any Other Occupants to Vacate and Turn Over Manufactured
7 Home and Authorizing Issuance of Writ of Assistance, Docket No. 538 (“Turnover Motion”); and
8 (2) Motion to Authorize Sale of Manufactured Home Currently Located at 16222 Monterey Lane,
9 Space 376, Huntington Beach, CA 92649, Decal No. LBM1081, Free and Clear of Liens and
10 Homestead Exemption, Docket No. 539 (“Sale Motion”).¹

11 **1. Summary of Argument**

12 Under Section 542, “an entity...in possession, custody, or control, during the case, of
13 property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may
14 exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or
15 the value of such property, unless such property is of inconsequential value or benefit to the estate.”
16 In this case, the Debtor is in possession of the subject manufactured home which became property of
17 the estate upon the filing of the bankruptcy petition (the “Property”). The Property may be sold by
18 the Trustee under Section 363 to realize the benefit of the transfers of title and liens which the
19 Debtor fraudulently placed against the Property and which the Trustee avoided, recovered, and
20 preserved.

21 The Debtor’s opposition contends that the Trustee may not sell the Property because the
22 proposed sale price is insufficient to fully pay her allowed homestead. This is wrong because a
23 homestead exemption is junior in priority to voluntary liens and Section 522(g) prohibits a debtor
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25 ¹ All capitalized terms not otherwise defined in this Reply shall have the meaning ascribed to them
26 in the Sale Motion.

1 from claiming an exemption in the Property which she voluntarily transferred but which the Trustee
2 recovered. As such, the proceeds of sale subject to the recovered liens are not subject to the allowed
3 homestead. Instead, the homestead would only attach to the value, if any, in excess of the avoided,
4 recovered, and preserved liens. Because the fraudulent liens exhaust the value of the property
5 rendering the homestead out of the money, the Debtor has no one to blame but herself for voluntarily
6 encumbering her home with fraudulent liens.²

7 **2. Factual Background**

8 On January 31, 2025, the Trustee filed the Turnover Motion and Sale Motion as Docket Nos.
9 538 and 539, respectively.

10 On February 13, 2025, Houser Bros. filed a joinder in support of the Turnover Motion,
11 Docket No. 552, and a joinder in support of the Sale Motion, Docket No. 551.

12 On February 18, 2025, the Debtor substituted in counsel [Docket No. 553] and filed an
13 “Omnibus Opposition to Trustee’s Motions to Sell . . . and for Turnover of Property . . . and Houser
14 Joinders” (“Opposition”), with a supporting “Declaration of Jamie Lynn Gallian” (“Gallian
15 Declaration”).³ Docket No. 554.

16 **3. Legal Argument**

17 **A. The Debtor’s Homestead Exemption does not preclude the Trustee’s** 18 **sale of the Property.**

19 The Debtor, throughout her Opposition, highlights her “unassailable automatic homestead
20 exemption in her equitable interest in the Property.” Opposition at 2. The Debtor’s homestead
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24 ² Similarly, the Debtor’s discharge was denied based on her fraudulent concealment of her interest in
the Property.

25 ³ Evidentiary objections have been separately filed to the Gallian Declaration. Even if the Court does
26 not sustain the evidentiary objections, the Debtor’s representations are unavailing for the reasons
articulated herein.

1 exemption in the Property (*i.e.*, the mobilehome) is final and not challenged by any party.⁴

2 However, Debtor claims that her homestead exemption precludes the Trustee's
3 administration of the Property unless she consents or the sale generates sufficient proceeds to pay the
4 entirety of her homestead exemption, Opposition at 3, 9. This contention is unfounded. Consensual
5 liens have priority over exemptions. *See* Cal. Code Civ. P. § 704.850(a) ("The levying officer shall
6 distribute the proceeds of sale of a homestead in the following order: (1) To the discharge of all liens
7 and encumbrances, if any, on the property. (2) To the judgment debtor in the amount of any
8 applicable exemption of proceeds pursuant to Section 704.720."); *see also In re Bunn-Rodemann*,
9 491 B.R. 132, 136 (Bankr. E.D. Cal. 2013) (noting that exemptions may be claimed "only against
10 involuntary liens").

11 In *Roach v. Marshack (In re Roach)*, 2019 Bankr. LEXIS 263 (B.A.P. 9th Cir. Jan. 29, 2019),
12 the Bankruptcy Appellate Panel affirmed an order entered by the Hon. Judge Theodor C. Albert, that
13 approved a trustee's sale of a debtor's home to realize the benefit of a consensual lien recovered by
14 the estate where the debtor received no proceeds on account of her allowed homestead exemption.
15 There, Elaine Marie Roach ("Ms. Roach") filed a Chapter 7 bankruptcy petition in May 2017, with
16 the property of the estate including real property encumbered by a third deed of trust in favor of
17 Mutual of Omaha Bank ("Omaha Bank"). *Id.* at *1-2. The Chapter 7 trustee obtained court approval
18 of a compromise with Omaha Bank that, *inter alia*, subordinated one-half of Omaha Bank's claim
19 that was secured by the deed of trust. Under Section 510(c)(2), a lien securing a subordinated claim
20 is transferred to the estate. As such, the court approved the trustee's sale to realize the benefit of 50%
21 of the funds otherwise subject to the deed of trust.

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25 ⁴ On February 20, 2025, the Court entered an "Order Granting Houser Bros. Co. DBA Rancho Del
26 Rey Mobilehome Estates's Motion Objecting to Debtor's Claimed Homestead Exemption in 'Pad'
27 Located at 16222 Monterey Ln., Space 376, Huntington Beach, CA 92649." Docket No. 555.

1 No proceeds of sale were paid to the debtor because the voluntary liens exceeded the value of
2 the property.⁵ *Id.* at *5-6. Ms. Roach objected to the trustee's motions on the grounds, among others,
3 that the trustee was improperly trying to sell the property without paying her on account of her
4 homestead exemption. *Id.* at *6. The bankruptcy court granted the trustee's motions, reasoning that
5 homesteads are junior in priority to voluntary liens, even where the lien is recovered by the estate.
6 *Id.* at *7. The bankruptcy court highlighted that there was no legal or equitable reason for Ms. Roach
7 to receive proceeds on account of her homestead exemption at the expense of her creditors when she
8 consented to a lien against the property for more than its value. *Id.* at *7-8.

9 Ms. Roach appealed the rulings on both motions to the 9th Circuit Bankruptcy Appellate
10 Panel ("BAP"). *Id.* at *8. After finding that the appeal of the sale order regarding the actual sale
11 transaction was moot following the sale to a good faith purchaser, the BAP affirmed the bankruptcy
12 court's decision that Ms. Roach was not entitled to claim a homestead exemption in the proceeds of
13 sale. *Id.* at *9-10.

14 In this case, just as in *Roach*, the Trustee may sell the Property with no distribution to Debtor
15 on account of her homestead exemption because Debtor granted J-Pad a consensual lien against the
16 Property. That consensual lien has been avoided, recovered, and preserved for the benefit of the
17 Estate by this Court. Under 11 U.S.C. § 522(g), the Debtor may not claim any exemption in the
18 amounts subject to avoided and recovered liens. *See* 5 COLLIER ON BANKRUPTCY P 551.02[2] (2024)
19 ("[Section 522(g)], however, does not allow a debtor to exempt property subject to the trustee's
20 preserved lien position, unless such preserved lien was otherwise avoidable under section 522. Thus,
21 generally, property that was voluntarily transferred by the debtor and recovered by the trustee under
22 section 550 and preserved under section 551 cannot be exempted."). Because Debtor has no claim of
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24 ⁵ The trustee highlighted that Ms. Roach could not claim an exemption against the proceeds from the
25 sale of the property pursuant to the subordination agreement because such a claim would be
26 prohibited by 11 U.S.C. § 522(g), which provides that exemptions in property recovered by a trustee
under 11 U.S.C. § 510(c)(2) may only be claimed where the recovered property was not voluntarily
transferred by the debtor. *Id.* at *6.

1 exemption in the proceeds from the sale of the Property subject to the avoided and recovered liens,
2 her arguments that California law prohibits the sale unless the proceeds will be sufficient to pay the
3 entirety of her exempt interest, Opposition at 9-10, or that 11 U.S.C. § 363(f) prohibits a sale free
4 and clear of her exempt interest, Opposition at 12-13, fail.

5 *In re Roach, supra*, also illustrates that a trustee may sell property to realize the benefit of a
6 recovered lien, in contravention of Debtor's argument, that Trustee "is not asking for permission to
7 sell [the J-Pad lien]" (or any of the other avoided, recovered, and preserved liens). Opposition at 10.
8 As discussed in more detail below, the avoided, recovered, and preserved liens became property of
9 the Estate upon recovery and preservation. 11 U.S.C. § 541(a)(3) and (a)(4). Plus, the Trustee may
10 sell the Property because it became property of the estate upon the Debtor's filing of the voluntary
11 petition. *See* 11 U.S.C. § 363(b)(1) ("The trustee, after notice and a hearing, may use, sell, or lease,
12 other than in the ordinary course of business, property of the estate . . .").

13 Debtor next claims that Trustee cannot sell the Property because J-Pad's lien never attached
14 to it, and therefore no money will inure to the Estate from the sale of the Property. Opposition at 16.
15 In making this argument, Debtor overlooks that the Court has already found that J-Pad held a lien to
16 secure the principal balance of a loan in the amount of \$225,000.00:

17 As noted previously, J-Pad was the holder of a \$22[5],000 promissory note. Defendant
18 herself executed the promissory note on JPad's behalf, knowing full well of the asset.

19 It is this Court's view that \$225,000 is a significant amount of money, and Defendant's
20 failure to properly schedule her interest in J-Pad, the note and lienholder of a significant
21 asset, is a material, false oath made knowingly and fraudulently. So too was
22 Defendant's failure to schedule a value for J-Pad, who held a significant asset in the
23 form of the aforementioned note and lien on the mobile home. The foregoing, coupled
24 with the evidence presented by Plaintiff of Defendant's other glaring omissions and
25 false oaths, are sufficient to demonstrate that Plaintiff is entitled to judgment against
26 Defendant on its § 727(a)(4) cause of action.

1 *Houser Bros. Co. v. Gallian (In re Gallian)*, Case No. 8:21-ap-01097-SC, Docket No. 81 at 16
2 (footnote omitted); *accord In re Gallian*, District Court Appeal No. 8:23-cv-00961-WLH, Docket
3 No. 26 (“The secured promissory note stated that J-Sandcastle was a borrower promising to pay
4 \$225,000 to J-Pad, LLC.”). This finding is law of the case. *See United States v. Lummi Nation*, 763
5 F.3d 1180, 1185 (9th Cir. 2014) (indicating that under the doctrine of law of the case, a court is
6 generally precluded from reconsidering an issue previously decided by the same court, or a higher
7 court in the identical case).

8 The Court’s finding stems from Debtor’s own testimony. During the April 26, 2023, trial on
9 Houser Bros.’s claims under 11 U.S.C. § 727, Debtor gave the following responses to questioning by
10 Houser Bros.’s counsel:

11 BY MR. HAYS:

12 Q And is the \$225,000 that you’re transferring here separate and apart from the \$185,000
13 transferred to Ms. Ryan?

14 A Yes, sir.

15 Q Okay. And the promissory note, however, reflects that J-Sandcastle is the borrower, and that
16 J-Pad is the holder that is owed the \$225,000, correct?

17 A That’s correct, sir.

18 Q And this promissory note is dated November 16 of 2018, as reflected on page 115?

19 A That’s correct.

20 Q Okay. Did J-Pad, in fact, loan any money to J-Sandcastle?

21 A No, they did not.

22 Q But the promissory note requires J-Sandcastle to pay J-Pad the money, correct?

23 A They are the holder of the note, yes, with me.

24 . . .

25 Q The collateral that was the subject of the security agreement was the manufactured home in
26 Space 376, correct?

1 A That's correct.

2 Q Okay. And so J-Sandcastle, who was on title, pledged a security interest in the mobile home
3 to secure repayment of this \$225,000 we're talking about. That's what these documents were
4 accomplishing, correct?

5 A Yes.

6 Q Okay. Did J-Sandcastle ever pay \$225,000 to J-Pad?

7 A No, sir.

8 Q Okay. Was the money ever paid to you individually?

9 A No, sir.

10 Q Was there ever any lawsuit filed to enforce payment under this note obligation?

11 A No, sir. It's not due yet.

12 See AP Docket No. 72 at 66-67, 69 (trial transcript).

13 A few months before the trial, on January 13, 2023, Debtor filed a "Motion to Avoid Lien
14 Under 11 U.S.C. § 522(f)" ("Lien Avoidance Motion"), in which she represented under penalty of
15 perjury that J-Pad held a lien against in the Property in the original amount of \$225,000.00 and
16 current amount of \$175,000.00.⁶ Docket No. 297 at 2-3.

17 Debtor made multiple representations to the California Department of Housing and
18 Community Development that J-Pad was the legal owner (*i.e.*, lienholder) against the Property. True
19 and correct copies of Debtor's HCD submissions are attached to the Declaration of Janine Jasso as
20 **Exhibit 1** and were attached to the Trustee's DJ Motion (defined below) as Exhibit 4. *See Golden v.*
21 *J-Pad LLC, et al.*, Case No. 8:23-ap-01064-SC, Docket No. 76 at 110, 112, 114.

22 Debtor filed multiple versions of Schedule D identifying a secured claim held by J-Pad
23 against the Property. *See* Docket No. 1 (listing a \$175,000 secured claim of J-Pad against the
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25 ⁶ The Lien Avoidance Motion contains an admission that the J-Pad lien trumps the homestead
26 exemption by listing the lien as senior in priority to the amount of Debtor's exemption. Docket No.
27 297 at 4.

Property); Docket No. 17 (including a \$175,000 secured claim of J-Pad against the Property); Docket No. 22 (including a \$225,000 secured claim of J-Pad against the Property). Debtor's admissions, that J-Pad held a \$225,000.00 lien against the Property, now bind her. *See Am. Title Ins. Co. v. Lacelaw Corp.*, 861 F.2d 224, 226 (9th Cir. 1988) (defining "judicial admissions" as factual assertions in pleadings and pretrial orders that, unless amended, are conclusively binding on the party who made them).

Debtor even filed a proof of claim in her own case representing under penalty of perjury that the J-Pad lien was due and owing with no right of setoff. Proof of claim no. 7-1 (Exhibit "11" to Sale Motion). Attached to that proof of claim is both the security agreement and promissory note.

Judicial estoppel further defeats the Debtor's claim that the lien is worthless. Judicial estoppel is an equitable doctrine "that prevents parties from abusing the legal system by taking a position in one legal proceeding that is inconsistent with a position taken in an earlier proceeding." *Swenson v. Bushman Inv. Props.*, 2013 U.S. Dist. LEXIS 104002, at *61 (D. Idaho July 22, 2013) (quoting *Data Mountain Solutions, Inc. v. Giordano*, 680 F. Supp. 2d 110, 125 (D.D.C. 2010) (citing *New Hampshire v. Maine*, 532 U.S. 742, 749-50, 121 S. Ct. 1808, 149 L. Ed. 2d 968 (2001))); *Elemary v. Holzmann A.G.*, 533 F. Supp. 2d 116, 125 n.6 (D.D.C. 2008). The doctrine of judicial estoppel "protect[s] the integrity of the judicial process by prohibiting parties from deliberately changing positions according to the exigencies of the moment." *Elemary*, 533 F. Supp. 2d at 125 n.6 (quoting *New Hampshire v. Maine*, 532 U.S. at 749-50) (internal quotation marks omitted). Here, the Debtor asserted that the title to and liens against the Property precluded the Trustee from employing a broker to sell it. Dk. No. 208. The Court adopted this position by denying the Trustee's application to employ a broker unless or until the liens were avoided. Dk. No. 241.

While Debtor endeavors to the Trustee for providing insufficient evidence of the amount of the J-Pad lien, the proof of claim she filed admits both liability and amount. Proof of Claim no. 7-1 (claim filed for \$225,000 plus interest). She also overlooks the ample evidence supporting Trustee's motion for default judgment against J-Pad ("DJ Motion"). *See Golden v. J-Pad LLC, et al.*, Case No.

8:23-ap-01064-SC, Docket No. 76. The DJ Motion attached as Exhibit 2 a copy of a “Secured Promissory Note (Fully Amortized)” (“Secured Note”) containing the following language: “On or before 12/16/2048, for value received, the undersigned J-SANDCASTLE CO LLC (the ‘Borrower’) promises to pay to the order of J-PAD, LLC (the ‘Holder’), in the manner and at the place provided below, the principal sum of \$225000.” *See Golden v. J-Pad LLC, et al.*, Case No. 8:23-ap-01064-SC, Docket No. 76 at 87. The Secured Note was “secured by certain assets of the Borrower in accordance with a separate security agreement dated 11/16/2018 between the Holder and the Borrower.” *Id.* at 88. DJ Motion Exhibit 3 contains UCC Financing Statements identifying J-Pad as the “Secured Party” with the Property as the collateral. *Id.* at 97-100. The Trustee has calculated interest thereunder, and again, Debtor attaches the security agreement itself to proof of claim no. 7-1.

Based on the evidence Trustee submitted, the Court’s default judgment against J-Pad specifies that the “transfer to the Defendant [J-Pad] of a lien on and security interest in the [Property] reflected by the secured promissory note and security agreement between J-Sandcastle Co., LLC and the Defendant dated November 16, 2018 and lien on the Property in the amount of \$225,000 in favor of the Defendant are avoided and preserved for the benefit of the Debtor’s estate in the name of Jeffrey I. Golden, Chapter 7 Trustee” *See Golden v. J-Pad LLC, et al.*, Case No. 8:23-ap-01064-SC, Docket No. 79 at 2.

To the extent Debtor claims that the fraudulent nature of the J-Pad lien she granted means that it cannot serve as a basis for Trustee’s sale of the Property, this argument also fails. Based on the plain language of 11 U.S.C. § 551, *any* transfer avoided under 11 U.S.C. § 548 is automatically preserved for the benefit of the Estate. *See* 11 U.S.C. § 551 (“Any transfer avoided under section 522, 544, 545, 547, 548, 549, or 724(a) of this title, or any lien void under section 506(d) of this title, is preserved for the benefit of the estate but only with respect to property of the estate.”); *see also In re Van de Kamp’s Dutch Bakeries*, 908 F.2d 517, 518-20 (9th Cir. 1990) (rejecting the argument that a trustee can preserve a transfer of a lien under § 551 only to the extent that the interest is otherwise valid under state law); *accord Heintz v. Carey (In re Heintz)*, 198 B.R. 581, 586

(B.A.P. 9th Cir. 1996) (“§ 551 does not exclude exempt property from preservation. An avoided interest or lien encumbering exempt property is automatically preserved for the benefit of the estate under § 551.”). Given that 11 U.S.C. § 548 provides authority for a trustee to avoid “*Fraudulent transfers and obligations*” (emphasis added), § 551 clearly envisions preservation of purely fraudulent liens. Without this automatic preservation under Section 551, avoiding a lien would only result in a windfall to junior lienholders or interest holders at the expense of the estate and unsecured creditors. *Morris v. St. John Nat’l Bank (In re Haberman)*, 516 F.3d 1207, 1210 (10th Cir. 2008); *In re Carvell*, 222 B.R. 178, 180 (B.A.P. 1st Cir. 1998).

Debtor also makes an erroneous argument, without any supporting authority, that the Trustee is limited to state law procedures to foreclosure on the recovered lien. Opposition at pp.8-10. Debtor admits that not a single case has applied those provisions as against a bankruptcy trustee. Moreover, the Trustee also obtained a judgment avoiding the transfer of title to the Property, so title is now vested in the Trustee’s name. Exhibit “7” to Sale Motion. Because title is vested in the Trustee, under section 363 he may sell the Property, subject to Court approval. This argument too is without merit.

B. The proposed sales price is adequate, fair, and reasonable.

In the Sale Motion, the Trustee notes that he retained a licensed real estate broker to list, market, and aid him in selling the Property. Sale Motion at 21. The Trustee marketed the Property to the world at large via the MLS for several months, and he obtained an offer subject to overbidding and Court approval. *Id.* at 21-22. The Buyer’s offer is the highest and best offer—and the only offer—received to date. *Id.* at 22. The Trustee and Buyer agreed on the price following arm’s-length negotiations, and the Trustee believes that the price represents a fair and adequate price for the Property. *Id.* at 22. Further, the proposed sale is subject to overbids. *Id.* at 18-20. For a complete discussion of the marketing of the Property and the negotiations with the Buyer, *see* the Declarations of Jeffrey I. Golden and Greg Bingham submitted in support of the Sale Motion. Docket No. 539 at 27-28, 30-31.

1 Despite the Trustee having marketed the Property to the world at large for several months
2 and only receiving one offer, the Debtor—in her declaration rather than in the Opposition itself—
3 suggests that the sales price is too low. *See* Gallian Decl., ¶¶ 9-14. The Debtor seems to base her
4 argument primarily on her hearsay representation that she has previously received offers to purchase
5 the Property in excess of \$335,000.00. *Id.* ¶ 13. The Debtor does not identify who these offerors are
6 nor any other terms of the offers.

7 The Debtor also seems to challenge the 6% real estate agent commission proposed in the Sale
8 Motion. According to her: “Homes in my neighborhood are not typically sold by real estate brokers
9 because the homes are not considered real property. Rather, homes are sold like cars and other types
10 of personal property, without paying commissions of 6%.” Gallian Decl., ¶ 14. The Court has
11 already entered an “Order Granting Trustee’s Application to Employ Real Estate Broker Coldwell
12 Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and
13 328” (“Employment Order”), which, *inter alia*, authorized the Trustee to employ Coldwell Banker
14 Realty and its agents, William Friedman and Greg Bingham as the Estate’s real estate agents
15 pursuant to the terms and conditions set forth in the employment application. Docket No. 431. The
16 Employment Order is not subject to a stay pending appeal. The “Application to Employ Real Estate
17 Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11
18 U.S.C. §§ 327 and 328,” Docket No. 395, attached as Exhibit 1 a “Residential Listing Agreement”
19 with a 6% commission payable to Coldwell Banker Residential. To the extent the Debtor challenges
20 the Sale Motion’s proposal to pay the Estate’s real estate professionals a 6% commission, her
21 challenge amounts to an improper attack on the Court’s final Employment Order.

22 Debtor’s suggestion, that the Property should not be sold by a real estate broker, is especially
23 disingenuous given that she was recently subjected to contempt proceedings for her own retention of
24 a real estate agent, Joseph Arroyo, to market the Property. *See* Docket No. 440 (September 12, 2024,
25 “Order to Show Cause Why Debtor Jamie Lynn Gallian and Joseph Arroyo Should Not Be Found in
26 Contempt of Court”); *see also* Docket No. 495 (October 30, 2024, “Order on Order to Show Cause

Why Debtor Jamie Lynn Gallian and Joseph Arroyo Should Not Be Found in Contempt of Court”). The fact that the Debtor now faults the Trustee for retaining a real estate agent to market and sell the Property when she did the same just months ago is hypocritical and nothing more than a desperate attempt to get the Sale Motion denied. And, the Debtor overlooks the fact that this Property is in bankruptcy proceedings such that the Trustee has a duty to achieve the highest and best price for the benefit of the Estate’s creditors. *See Wisdom v. Gugino*, 649 Fed.Appx. 583, 584 (9th Cir. 2016) (“A bankruptcy trustee is a representative and fiduciary of the estate, [citations], charged primarily with conserving estate assets and maximizing distributions to creditors[.]”). Employment of a real estate broker to market the Property to the world at large furthers the Trustee’s duties.

C. The Trustee is entitled to turnover of the Property.

Debtor’s entire Opposition to the Turnover Motion derives from her contention that Trustee cannot sell the Property. Opposition at 17. But, as set forth in this Reply and in the Sale Motion, Trustee *can* sell the Property. Thus, Debtor’s Opposition to the Turnover Motion must fail. It bears repeating that the Trustee and Houser Bros. lack confidence that Debtor will timely vacate the Property given her past efforts to obstruct Estate administration. To ensure that the sale of the Property closes smoothly and timely, a turnover order as requested in the Turnover Motion is necessary.

4. Conclusion

Since 2018, the Debtor has unlawfully resided without a lease in the park owned by Houser Bros. The bankruptcy was filed in 2021 to stop the unlawful detainer proceedings filed against her by Houser Bros. Because the Debtor fraudulently subjected the property to liens and secreted title in a third party, she further delayed payments to creditors because it took time for the Trustee to avoid, recover, and preserve the liens and title transfer. The Opposition is another attempt by Debtor to continue to hinder, delay and defraud her creditors by attempting to argue that the Trustee may not sell property of the estate to realize the benefit of the fraudulent liens he recovered.

1 For the reasons set forth above and in the Sale Motion and Turnover Motion, Houser Bros.
2 requests that the Court overrule the Opposition and grant the Sale Motion and Turnover Motion in
3 their entirety.

4
5 DATED: February 25, 2025

LEVENE, NEALE, BENDER, YOO & GOLUBCHIK
L.L.P.

6
7 By: 

ERIC P. ISRAEL
Attorneys for JEFFREY I. GOLDEN,
Trustee

8
9
10 DATED: February 25, 2025

MARSHACK HAYS WOOD LLP

/s/ D. Edward Hays

11
12 By: _____

D. EDWARD HAYS
BRADFORD N. BARNHARDT
Attorneys for Creditor,
HOUSER BROS. CO. dba RANCHO DEL
REY MOBILE HOME ESTATES

Declaration of Janine Jasso

I, JANINE JASSO, say and declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.

2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.

3. The facts set forth below are true of my personal knowledge.

4. I make this Declaration in support of Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates's Reply in Support of the Chapter 7 Trustee's Turnover Motion and Sale Motion ("Reply"). All capitalized terms not otherwise defined in this Declaration shall have the meaning ascribed to them in the Reply.

5. Via FOIA request I have obtained certain documents from the California Department of Housing and Community Development ("HCD") regarding J-Pad LLC's lien against the Property. True and correct copies of these HCD documents are attached as **Exhibit 1**.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 25, 2025.


JANINE JASSO

REQUEST FOR JUDICIAL NOTICE

Houser Bros. Co., dba Rancho Del Rey Mobile Home Estates (“Houser Bros.”) and Jeffrey I. Golden solely in his capacity as Chapter 7 Trustee (“Trustee”) request pursuant to Rule 201 of the Federal Rules of Evidence, that this Court take judicial notice of the following in support of the Joint Omnibus Reply (“Reply”) in support of the Trustee’s Turnover Motion and Sale Motion. All capitalized terms not otherwise defined in this Request for Judicial Notice shall have the meaning ascribed to them in the Reply.

1. On January 31, 2025, the Trustee filed the Turnover Motion and Sale Motion as Docket Nos. 538 and 539, respectively.

2. On February 13, 2025, Houser Bros. filed a joinder in support of the Turnover Motion, Docket No. 552, and a joinder in support of the Sale Motion, Docket No. 551.

3. On February 18, 2025, the Debtor substituted in counsel [Docket No. 553] and filed an “Omnibus Opposition to Trustee’s Motions to Sell . . . and for Turnover of Property . . . and Houser Joinders” (“Opposition”), with a supporting “Declaration of Jamie Lynn Gallian” (“Gallian Declaration”). Docket No. 554.

4. On February 20, 2025, the Court entered an “Order Granting Houser Bros. Co. DBA Rancho Del Rey Mobilehome Estates’s Motion Objecting to Debtor’s Claimed Homestead Exemption in ‘Pad’ Located at 16222 Monterey Ln., Space 376, Huntington Beach, CA 92649.” Docket No. 555.

5. On April 26, 2023, the Court held a trial on Houser Bros.’s 11 U.S.C. § 727 claims in *Houser Bros. Co. v. Gallian (In re Gallian)*, Case No. 8:21-ap-01097-SC.

6. During the trial, the Debtor gave the following responses to questioning by Houser Bros.’s counsel:

BY MR. HAYS:

Q And is the \$225,000 that you’re transferring here separate and apart from the \$185,000 transferred to Ms. Ryan?

A Yes, sir.

1 Q Okay. And the promissory note, however, reflects that J-Sandcastle is the borrower, and that
2 J-Pad is the holder that is owed the \$225,000, correct?

3 A That's correct, sir.

4 Q And this promissory note is dated November 16 of 2018, as reflected on page 115?

5 A That's correct.

6 Q Okay. Did J-Pad, in fact, loan any money to J-Sandcastle?

7 A No, they did not.

8 Q But the promissory note requires J-Sandcastle to pay J-Pad the money, correct?

9 A They are the holder of the note, yes, with me.

10 ...

11 Q The collateral that was the subject of the security agreement was the manufactured home in
12 Space 376, correct?

13 A That's correct.

14 Q Okay. And so J-Sandcastle, who was on title, pledged a security interest in the mobile home
15 to secure repayment of this \$225,000 we're talking about. That's what these documents were
16 accomplishing, correct?

17 A Yes.

18 Q Okay. Did J-Sandcastle ever pay \$225,000 to J-Pad?

19 A No, sir.

20 Q Okay. Was the money ever paid to you individually?

21 A No, sir.

22 Q Was there ever any lawsuit filed to enforce payment under this note obligation?

23 A No, sir. It's not due yet.

24 See AP Docket No. 72 at 66-67, 69 (trial transcript).

25 7. On May 23, 2023, the Court entered "(1) Order Denying Motion to Amend and
26 Vacating Hearing; (2) Memorandum Decision After Trial Regarding § 727 Claims; and (3) Setting
27 Status Conference on Remaining §523 Claims" ("Memorandum Decision"). *Houser Bros. Co. v.*
28 *Gallian (In re Gallian)*, Case No. 8:21-ap-01097-SC, Docket No. 81.

8. The Memorandum Decision contains the following finding:

As noted previously, J-Pad was the holder of a \$22[5],000 promissory note. Defendant herself executed the promissory note on JPad's behalf, knowing full well of the asset. It is this Court's view that \$225,000 is a significant amount of money, and Defendant's failure to properly schedule her interest in J-Pad, the note and lienholder of a significant asset, is a material, false oath made knowingly and fraudulently. So too was Defendant's failure to schedule a value for J-Pad, who held a significant asset in the form of the aforementioned note and lien on the mobile home. The foregoing, coupled with the evidence presented by Plaintiff of Defendant's other glaring omissions and false oaths, are sufficient to demonstrate that Plaintiff is entitled to judgment against Defendant on its § 727(a)(4) cause of action. *Houser Bros. Co. v. Gallian (In re Gallian)*, Case No. 8:21-ap-01097-SC, Docket No. 81 at 16 (footnote omitted).

9. On July 31, 2024, the U.S. District Court for the Central Court of California entered an Order on Appeal containing the following finding: "The secured promissory note stated that J-Sandcastle was a borrower promising to pay \$225,000 to J-Pad, LLC." *In re Gallian*, District Court Appeal No. 8:23-cv-00961-WLH, Docket No. 26.

10. On January 13, 2023, Debtor filed a "Motion to Avoid Lien Under 11 U.S.C. § 522(f)" ("Lien Avoidance Motion"), in which she represented under penalty of perjury that J-Pad held a lien against in the Property in the original amount of \$225,000.00 and current amount of \$175,000.00. Docket No. 297 at 2-3.

11. The Lien Avoidance Motion lists the J-Pad lien as senior in priority to the amount of Debtor's exemption. Docket No. 297 at 4.

12. Debtor filed multiple versions of Schedule D identifying a secured claim held by J-Pad against the Property. *See* Docket No. 1 (listing a \$175,000 secured claim of J-Pad against the Property); Docket No. 17 (including a \$175,000 secured claim of J-Pad against the Property); Docket No. 22 (including a \$225,000 secured claim of J-Pad against the Property).

1 13. On October 2, 2024, Debtor filed a proof of claim in her own case representing under
2 penalty of perjury that the J-Pad lien was due and owing with no right of setoff. Proof of Claim No.
3 7-1. Attached to that proof of claim is both the security agreement and promissory note. *Id.*

4 14. On August 30, 2022, the Debtor filed an “Opposition to Application of the Chapter 7
5 Trustee to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and
6 Greg Bingham Pursuant to 11 U.S. [sic] §§ 327 and 328,” in which she asserted that the title to and
7 liens against the Property precluded the Trustee from employing a broker to sell it. Docket No. 208.

8 15. The Court adopted this position by denying the Trustee’s application to employ a
9 broker unless or until the liens were avoided. Docket No. 241.

10 16. On April 5, 2024, the Trustee filed a “Motion for Default Judgment Under LBR
11 7055-1” (“DJ Motion”) as Docket No. 76 in *Golden v. J-Pad LLC, et al.*, Case No. 8:23-ap-01064-
12 SC.

13 17. The DJ Motion attached as Exhibit 2 a copy of a “Secured Promissory Note (Fully
14 Amortized)” (“Secured Note”) containing the following language: “On or before 12/16/2048, for
15 value received, the undersigned J-SANDCASTLE CO LLC (the ‘Borrower’) promises to pay to the
16 order of J-PAD, LLC (the ‘Holder’), in the manner and at the place provided below, the principal
17 sum of \$225000.” *See Golden v. J-Pad LLC, et al.*, Case No. 8:23-ap-01064-SC, Docket No. 76 at
18 87. The Secured Note was “secured by certain assets of the Borrower in accordance with a separate
19 security agreement dated 11/16/2018 between the Holder and the Borrower.” *Id.* at 88.

20 18. DJ Motion Exhibit 3 contains UCC Financing Statements identifying J-Pad as the
21 “Secured Party” with the Property as the collateral. *Id.* at 97-100.

22 19. The Court’s default judgment against J-Pad, entered on May 10, 2024, specifies that
23 the “transfer to the Defendant [J-Pad] of a lien on and security interest in the [Property] reflected by
24 the secured promissory note and security agreement between J-Sandcastle Co., LLC and the
25 Defendant dated November 16, 2018 and lien on the Property in the amount of \$225,000 in favor of
26 the Defendant are avoided and preserved for the benefit of the Debtor’s estate in the name of Jeffrey
27 I. Golden, Chapter 7 Trustee” *See Golden v. J-Pad LLC, et al.*, Case No. 8:23-ap-01064-SC,
28 Docket No. 79 at 2.

20. On July 1, 2024, the Trustee filed an “Application to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328,” Docket No. 395, which attached as Exhibit 1 a “Residential Listing Agreement” with a 6% commission payable to Coldwell Banker Residential.

21. On September 5, 2024, the Court entered an “Order Granting Trustee’s Application to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328” (“Employment Order”), which, *inter alia*, authorized the Trustee to employ Coldwell Banker Realty and its agents, William Friedman and Greg Bingham as the Estate’s real estate agents pursuant to the terms and conditions set forth in the employment application. Docket No. 431.

22. The Employment Order is not subject to a stay pending appeal.

23. On September 12, 2024, the Court entered an “Order to Show Cause Why Debtor Jamie Lynn Gallian and Joseph Arroyo Should Not Be Found in Contempt of Court.” Docket No. 440.

24. On October 30, 2024, the Court entered an “Order on Order to Show Cause Why Debtor Jamie Lynn Gallian and Joseph Arroyo Should Not Be Found in Contempt of Court.” Docket No. 495.

DATED: February 25, 2025

LEVENE, NEALE, BENDER, YOO & GOLUBCHIK
L.L.P.

By:

ERIC P. ISRAEL

Attorneys for JEFFREY I. GOLDEN,
Trustee

DATED: February 25, 2025

MARSHACK HAYS WOOD LLP

/s/ D. Edward Hays

By: _____

D. EDWARD HAYS

BRADFORD N. BARNHARDT

Attorneys for Creditor,

HOUSER BROS. CO. dba RANCHO DEL

REY MOBILE HOME ESTATES

4926-5059-8173, v. 4

EXHIBIT 1



DTN: 12153896

Decal: LBM1081

Unit ID: 252606085

Trans Type: L/O Assignment

Trans Date: 02/01/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 02/23/2021 User Name: SHAH, KIRAN

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model ..	DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Jan 19, 2019

Addressee

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

IMPORTANT

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 10670236

01192019 - 2

SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ State _____

SECTION B - RELEASING SIGNATURES

1a. _____ Signature of Registered Owner
1b. _____ Date of Release _____
2. _____ Legal Owner of Record (if any) sign and check appropriate box
release ☐ Retain ☐ Assign Interest ☐
(* If Assign Interest is checked, Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION

NEW REGISTERED OWNER - Please Print or Type Clearly

3a. _____ New Registered Owners Name
3b. _____ New Registered Owners Name
3c. _____ New Registered Owners Name
3d. _____ New Registered Owners Name
If more than one New Owner going onto title, please check the appropriate Co-owner term box.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
(* If this box is checked-Complete HCD 476.6B)
4. _____ Mailing Address of New Registered Owner City/State _____ Zip Code _____
5. _____ Actual Location Address of Unit City/State _____ Zip Code _____
6. _____ Purchase Price or check box if Gift _____ Date of Transfer Date _____
7a. _____ Signature of New Registered Owners
7b. _____ Signature of New Registered Owners
7c. _____ Signature of New Registered Owners
7d. _____ Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. BRIAN J. GALLIAN New Legal Owners Name
8b. STEVEN D. GALLIAN New Legal Owners Name
If more than one New Owner going onto title, please check the appropriate Co-owner term box below.
☒ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR ☐ Trust/Trustee(s)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship
(* If this box is checked-Complete HCD 476.6B)
9. 16222 Monterey Ln #376 Mailing Address of New Legal Owner
Huntington Beach, CA City/State 92649 Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ New Junior Lienholder Name
10b. _____ New Junior Lienholder Name
11. _____ Mailing Address of New Junior Lienholder City/State _____ Zip Code _____

SECTION D - RELEASE OF DEALERS

12. _____ Signature of Selling Dealer
Print Dealers Name and Dealer Number _____

OSP 09 112819

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model -	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Jan 19, 2019	

Addressee

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

ATTENTION OWNER:

**THIS IS THE REGISTRATION CARD FOR THE
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS
CARD IN A SAFE PLACE WITHIN THE UNIT.**

INSTRUCTIONS FOR RENEWAL:

**REGISTRATION FOR THIS UNIT EXPIRES ON THE
DATE INDICATED ABOVE IN THE BOX LABELED
"Exp. Date". THERE ARE SUBSTANTIAL
PENALTIES FOR DELINQUENCY. IF YOU DO NOT
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS
PRIOR TO THE EXPIRATION DATE, CONTACT
H.C.D. FOR RENEWAL INSTRUCTIONS.**

IMPORTANT

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 10670236

01192019 - 1

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):

LBM 1081

Trade Name:

Serial No.(s):

I/We, the undersigned, hereby state:

The original paperwork to add legal owner was lost in the mail. Customer sent photocopies of the application. Representative for J-Sandcastle CO LLC, Jamie Gallian states the legal owner is Joint Ronald J. Pierpont and JPod LLC at the same address: 16222 Monterey Ln # 376 Huntington Beach CA 92649

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 02/22/2021 at Sacramento, CA
Date City State

Signature(s):

Rebecca O'Loughlin

Printed name(s):

Rebecca O'Loughlin, Program Tech III

Address _____

City _____ State _____

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT TO ENCUMBER

SECTION I. DESCRIPTION OF UNIT

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: ACTV710394GB/GA

SECTION II. LEGAL OWNER INFORMATION

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

Ronald J. Pierpont, Member J Pad LLC
(Name of New Legal Owner)

Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649
Street Address or P.O. Box City State Zip

SECTION III. CERTIFICATION

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/20/2020 at HUNTINGTON BEACH, CALIFORNIA
Date City State

Signature of each registered owner:

Printed name of each registered owner:

Jamie L. Gallian, Member

J-SANDCASTLE CO LLC JAMIE L. GALLIAN, MEMBER

Address: 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649
Street Address or P. O. Box City State Zip

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s): LBM1081	Trade Name: Custom Villa	Serial No.(s): AC7V710394GB AC7V710394GA
------------------------------------	-----------------------------	--

I/We, the undersigned, hereby state:

J-Sandcastle wishes to disregard former Statement to Encumber/Lien Assignment for favor of NEW legal owner J-Pad LLC Ronald S. Pierpont. The new legal owner is J-Pad LLC, Ronald S Pierpont, Member.

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 8/20/2020 at Huntington Beach, CA
Date City State

Signature(s):

J-Sandcastle LLC
by Janiel Badian
JANIEL BADIEN

Printed name(s):

J-Sandcastle CO LLC

Address 16222 Monterey Ln #376

City Huntington Beach State CA

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):	Trade Name:	Serial No.(s):
LBM 1081	SKYLINE HOMES	AC7V710394GB/GA

I/We, the undersigned, hereby state: *J-Sandcastle Co LLC made errors on the Certificate of Title. The only change to the Certificate of Title is the addition of two names as legal owners as indicated on the Statement to Encumber dated 8/20/2020. The legal owners to be added to the Certificate of Title are STEVEN D. GALLIAN and BRIAN J. GALLIAN*

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 08/20/2020 at HUNTINGTON BEACH CA
Date City State

Signature(s): <i>Jamie Gallian</i>	Printed name(s): J-SANDCASTLE CO LLC JAMIE GALLIAN MEMBER
---------------------------------------	--

Address 16222 MONTEREY LN. #376
City HUNTINGTON BEACH State CA

Copy

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT TO ENCUMBER

SECTION I. DESCRIPTION OF UNIT

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB/GA

SECTION II. LEGAL OWNER INFORMATION

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

STEVEN D GALLIAN AND BRIAN J. GALLIAN JOINT TENANTS Right of Survivorship

(Name of New Legal Owner)

Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

SECTION III. CERTIFICATION

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/20/2020

Date

at

HUNTINGTON BEACH, CALIFORNIA

City

State

Signature of each registered owner:

Printed name of each registered owner:

Jamie L. Gallian, Member

J-SANDCASTLE CO LLC JAMIE L. GALLIAN, MEMBER

Address: 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

Street Address or P. O. Box

City

State

Zip

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



LIEN ASSIGNMENT

SECTION I. DESCRIPTION OF UNIT

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM 1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB/GA

SECTION II. NAME AND ADDRESS OF PARTY ASSIGNING LIEN (ASSIGNOR)

Name of Assignor: J-SANDCASTLE CO LLC, JAMIE L. GALLIAN, MEMBER

Mailing Address of Assignor: 16222 Monterey Ln. #376 Huntington Beach CA 92649

Street Address or P.O. Box

City

State

Zip

SECTION III. DEBTOR(S) NAME AND ADDRESS

Name of Debtor(s): J-SANDCASTLE CO LLC, JAMIE L. GALLIAN, MEMBER

Mailing Address of Debtor(s): 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

Location Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address

City

County

State

SECTION IV. NAME AND ADDRESS OF PARTY TO WHICH LIEN HAS BEEN ASSIGNED (ASSIGNEE)

Name of Assignee: STEVEN D. GALLIAN AND BRIAN J. GALLIAN, JOINT TENANTS Right of Survivorship

Mailing Address of Assignee: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649

Street Address or P.O. Box

City

State

Zip

SECTION V. ASSIGNOR'S CERTIFICATION

I/We the assignor certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct that my/our lien in the name of the debtor(s), for the described unit, has been transferred to the assignee on 8/20/2020

Date of Lien Assignment

Executed on 8/20/2020 at HUNTINGTON BEACH, CA

Date

City

State

Signature of Authorized Agent: 

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On AUG,28,2020 before me, ALEX MAJDPOUR NOTARY PUBLIC

(insert name and title of the officer)

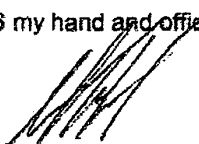
personally appeared JAMIE LYNN GALLIAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

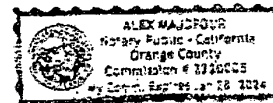
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





DTN: 12339739

Decal: LBM1081

Unit ID: 252606085

Trans Type: L/O Addition

Trans Date: 08/10/2021

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/11/2021 User Name: CRUZ, SYLVIA

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model		DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Aug 03, 2021	

Addressee

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Registered Owner(s)

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12313525

08032021 - 2

AUG 10 2021

12339939

SECTION A - SMOKE DETECTOR AND WATER HEATER SEISMIC BRACING CERTIFICATION

California Health and Safety Code (HSC) Sections 18029.6 and 18031.7 require that on the date of transfer of title all used manufactured homes, used mobilehomes, and used multifamily manufactured homes: 1) be equipped with an operable smoke detector in each room designed for sleeping, and 2) all fuel-gas-burning water heater appliances be seismically braced, anchored, or strapped pursuant to existing codes. A declaration may be signed within 45 days prior to the date of transfer of title stating that these requirements have been met.

I/We further agree to indemnify and save harmless the Director of the State of California, Department of Housing and Community Development, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the unit in California or from issuance of a California Certificate of Title covering the same. I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ at _____ City _____ State _____

Signature

Printed Name

SECTION B - RELEASING SIGNATURES

1a. _____ Date of Release _____
Releasing Signature of Registered Owner

1b. _____ Date of Release _____
Releasing Signature of Registered Owner

2. _____ ☐ Release ☐ Retain * ☐ Assign Interest
Legal Owner of Record (if any) sign and check appropriate box (* If Assign Interest is checked - Complete New Legal Owner Below)

SECTION C - NEW OWNER INFORMATION**NEW REGISTERED OWNER - Please Print or Type Clearly**

3a. _____ 3c. _____
New Registered Owners Name New Registered Owners Name

3b. _____ 3d. _____
New Registered Owners Name New Registered Owners Name

If more than one New Owner going onto title, please check the appropriate Co-owner term box.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR * ☐ Trust/Trustee(s)
(* If this box is checked-Complete HCD 476.6B)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

4. _____ 5. _____
Mailing Address of New Registered Owner City/State Zip Code

5. _____ 6. _____
Actual Location Address of Unit City/State Zip Code

6. _____
Purchase Price or check box if Gift-☐ Purchase Date or Transfer Date

7a. _____ 7c. _____
Signature of New Registered Owners Signature of New Registered Owners

7b. _____ 7d. _____
Signature of New Registered Owners Signature of New Registered Owners

NEW LEGAL OWNER - Please Print or Type Clearly

8a. _____ 8b. _____
New Legal Owners Name New Legal Owners Name

If more than one New Lender going onto title, please check the appropriate Co-owner term box below.
☐ Joint Tenants with Right of Survivorship ☐ Tenants In Common OR * ☐ Trust/Trustee(s)
(* If this box is checked-Complete HCD 476.6B)
☐ Tenants In Common AND ☐ Community Property ☐ Community Property with Right of Survivorship

9. _____
Mailing Address of New Legal Owner City/State Zip Code

NEW JUNIOR LIENHOLDER - Please Print or Type Clearly

10a. _____ 10b. _____
New Junior Lienholder Name New Junior Lienholder Name

11. _____
Mailing Address of New Junior Lienholder City/State Zip Code

SECTION D - RELEASE OF DEALERS

12. _____
Signature of Selling Dealer Print Dealers Name and Dealer Number

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Aug 03, 2021	

Addressee

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

ATTENTION OWNER:

**THIS IS THE REGISTRATION CARD FOR THE
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS
CARD IN A SAFE PLACE WITHIN THE UNIT.**

INSTRUCTIONS FOR RENEWAL:

**REGISTRATION FOR THIS UNIT EXPIRES ON THE
DATE INDICATED ABOVE IN THE BOX LABELED
"Exp. Date". THERE ARE SUBSTANTIAL
PENALTIES FOR DELINQUENCY. IF YOU DO NOT
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS
PRIOR TO THE EXPIRATION DATE, CONTACT
H.C.D. FOR RENEWAL INSTRUCTIONS.**

IMPORTANT

**THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.**

DTN: 12313525

08032021 - 1

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT OF FACTS

This unit is a: ☒ Manufactured Home / Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

Decal (License) No.(s):	Trade Name:	Serial No.(s):
LBM1081	CUSTOM VILLA	AC7V710394GB/GA

I/We, the undersigned, hereby state:

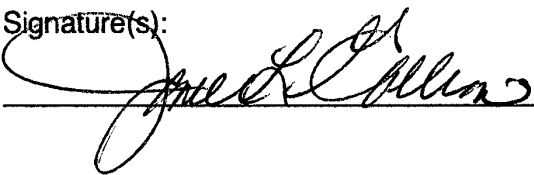
Jamie L. Gallian, say that J-Pad, LLC is the Legal Owner and perfected their lien 1/14/2019. ★

The correct Address for the Legal Owner - J-Pad LLC
21742 Anza Ave, Torrance, CA 90503

I/We further agree to indemnify and save harmless the Director of the Department of Housing and Community Development, State of California, and subsequent purchasers of said unit, for any loss they may suffer resulting from registration of the above-described unit in California, or from issuance of a California Certificate of Title covering the same.

I/We certify under penalty of perjury that the foregoing is true and correct.

Executed on 8/6/2021 at Huntington Beach, CA
Date City State

Signature(s): 	Printed name(s): Jamie Lynn Gallian
--	--

Address 16222 Monterey Ln #376
City Huntington Beach State CA 92649

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



STATEMENT TO ENCUMBER

SECTION I. DESCRIPTION OF UNIT

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES-CUSTOM VILLA

The Serial Number(s) is: AC7V710394GB; AC7V710394GA

SECTION II. LEGAL OWNER INFORMATION

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

J-PAD, LLC - SOS ENTITY NO. 201804010750

(Name of New Legal Owner)

Address: 2702 N. GAFF STREET ORANGE, CA 92865
Street Address or P. O. Box City State Zip

SECTION III. CERTIFICATION

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 1/14/2019 at HUNTINGTON BEACH, CALIFORNIA, CO. OF ORANGE
Date City State

Signature of each registered owner:

Jane L. Latham, its member

Printed name of each registered owner:

J-SANDCASTLE CO LLC

Address: 16222 MONTEREY LN 376 HUNTINGTON BEACH, CA 92649
Street Address or P. O. Box City State Zip

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **JOINT OMNIBUS REPLY IN SUPPORT OF CHAPTER 7 TRUSTEE'S: (1) MOTION FOR ORDER COMPELLING DEBTOR AND ANY OTHER OCCUPANTS TO VACATE AND TURN OVER MANUFACTURED HOME AND AUTHORIZING ISSUANCE OF WRIT OF ASSISTANCE (DOCKET NO. 358); AND (2) MOTION TO AUTHORIZE SALE OF MANUFACTURED HOME CURRENTLY LOCATED AT 16222 MONTEREY LANE, SPACE 376, HUNTINGTON BEACH, CA 92649, DECAL NO. LBM1081, FREE AND CLEAR OF LIENS AND HOMESTEAD EXEMPTION (DOCKET NO. 539)**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **February 25, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **February 25, 2025**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
411 WEST FOURTH STREET, SUITE 5130 /
COURTROOM 5C
SANTA ANA, CA 92701-4593

VIA EMAIL and OVERNIGHT DELIVERY:

DEBTOR

JAMIE LYNN GALLIAN
jamiegallian@gmail.com
16222 MONTEREY LN UNIT 376
HUNTINGTON BEACH, CA 92649

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

February 25, 2025 Layla Buchanan

Date

Printed Name

/s/ Layla Buchanan

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR CREDITOR AND PLAINTIFF HOUSER BROS. CO. and CREDITOR HOUSER BROS. CO. DBA RANCHO DEL REY MOBILE HOME ESTATES:** Bradford Barnhardt bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, kfrederick@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR AND PLAINTIFF HOUSER BROS. CO. and CREDITOR HOUSER BROS. CO. DBA RANCHO DEL REY MOBILE HOME ESTATES:** Aaron E DE Leest adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com
- **ATTORNEY FOR CREDITOR AND PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS' ASSOCIATION:** Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **CHAPTER 7 TRUSTEE JEFFREY I GOLDEN (TR):** Jeffrey I Golden (TR) lwerner@wgllp.com, jig@trustesolutions.net; kadele@wgllp.com
- **ATTORNEY FOR CREDITOR AND PLAINTIFF HOUSER BROS. CO. and CREDITOR HOUSER BROS. CO. DBA RANCHO DEL REY MOBILE HOME ESTATES:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR AND PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS' ASSOCIATION:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **ATTORNEY FOR TRUSTEE JEFFREY I GOLDEN (TR):** Eric P Israel eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **INTERESTED PARTY COURTESY NEF: Shantal Malmed** shantal.malmed@gmlaw.com, cheryl.caldwell@gmlaw.com
- **INTERESTED PARTY COURTESY NEF: Shantal Malmed** , cheryl.caldwell@gmlaw.com
- **ATTORNEY FOR CREDITOR AND PLAINTIFF HOUSER BROS. CO. and CREDITOR HOUSER BROS. CO. DBA RANCHO DEL REY MOBILE HOME ESTATES:** Laila Masud lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **ATTORNEY FOR DEFENDANT RANDALL L NICKEL:** Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **INTERESTED PARTY COURTESY NEF:** Valerie Smith claims@recoverycorp.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

4903-7392-5900, v. 1